



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

Request For Bids For Construction Services Two-Stage Bidding Process

Stage II
Invitation to Bid

(Date)

(PROJECT TITLE)

DFCM Project No. _____

(Design Firm)

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM:

DFCM General Conditions dated May 25, 2005

DFCM Application and Certificate for Payment dated May 25, 2005

Technical Specifications:

Drawings:

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

INVITATION TO BID

**ONLY CONTRACTORS PREVIOUSLY SHORT-LISTED DURING STAGE I
ARE ALLOWED TO BID ON THIS PROJECT**

The State of Utah - Division of Facilities Construction and Management (DFCM) is requesting bids for the construction of the following project:

PROJECT NAME: _____

DFCM PROJECT NO _____

Project Description:

_____. Construction cost estimate: \$ _____

Company (Type of short list)	Contact	Fax
•		
•		
•		
•		

The bid documents will be available on at _____ AM/PM on _____, 2005 in *hard copy or electronic format* from DFCM at 4110 State Office Building, Salt Lake City, Utah 84114, telephone (801)538-3018 and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact _____, Project Manager, DFCM, at (801) _____. No others are to be contacted regarding this project.

A **MANDATORY** pre-bid meeting and site visit will be held at _____ AM/PM on _____, 2005 at _____. All short listed prime contractors wishing to bid on this project must attend this meeting.

Bids must be submitted by _____ PM on _____, _____ 2005 to DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. Note: Bids must be received at 4110 State Office Building by the specified time. The contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction & Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
MARLA WORKMAN, CONTRACT COORDINATOR
4110 State Office Bldg., Salt Lake City, Utah 84114

STAGE II BIDDING PROCESS

ONLY CONTRACTORS PREVIOUSLY SHORT-LISTED DURING STAGE I ARE ALLOWED TO BID ON THIS PROJECT

1. Invitational Bid Procedures

Invitation to Bid: DFCM will notify each short-listed firm via e-mail and/or fax when a project is ready for construction services.

Bid Documents: Bidding documents including plans and specifications (if applicable) may be obtained by accessing DFCM's web page at <http://dfcm.utah.gov> or at DFCM's office 4110 State Office Building, Salt Lake City, Utah 84114.

Mandatory Pre-Bid Site Meeting: If required, the schedule contained in this document will indicate the date, time, and place of the mandatory pre-bid site meeting. At this meeting, contractors will receive additional instructions about the project and have an opportunity to ask questions about project details. If a firm fails to attend a pre-bid site meeting labeled "Mandatory" they will not be allowed to bid on the project.

Written Questions: The schedule contained in this document will indicate the deadline for submitting questions in writing to the DFCM Representative pertaining to this project.

Final Addendum: The schedule contained in this document will indicate the deadline for DFCM issuing the final addendum clarifying questions and changes to the scope of work. Contractors are responsible for obtaining and responding to information contained in the addenda.

Submitting Bids: Bids must be submitted to DFCM, 4110 State Office Building, Salt Lake City, Utah 84114 by the deadline indicated on the schedule contained in this document. Bids submitted after the deadline will not be accepted. Bids will be opened at DFCM on the date, time, and place indicated on the schedule. (Additional information pertaining to bidding is contained later in this document). It is your responsibility to allow for the time needed to park on Capitol Hill as recent construction activity has made the parking more difficult. Identification is required to enter the building.

Subcontractors List: The firm selected for the project must submit a list of all subcontractors by the deadline indicated on the schedule contained in this document. (Additional information pertaining to subcontractor lists is contained later in this document)

2. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Notice to Contractors.

3. **Bids**

Before submitting a bid, each bidder shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Notice to Contractor's prior to the published deadline for the submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a bid bond form other than the DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **Note: A cashier's check cannot be used as a substitute for a bid bond.**

4. **Contract and Bond**

The Contractor's Agreement will be in the form bound in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the Contract Sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for Subcontractors will be specified in the Supplementary General Conditions.

5. **Listing of Subcontractors**

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The subcontractors list shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contract for a period of up to three years.

6. **Interpretation of Drawings and Specifications**

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Representative a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or entity receiving a set of documents. Neither DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

7. **Addenda**

Any Addenda issued during the time of bidding shall become part of the Contract Documents made available to the bidders for the preparation of the bid, shall be covered in the bid, and shall be made a part of the Contract.

8. **Award of Contract**

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. The DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

9. **DFCM Contractor Performance Rating**

DFCM will evaluate the performance of the Contractor. This evaluation may include comments from the User. The Contractor will have an opportunity to review and comment on the evaluation. Evaluations, including the Contractor's comments, may be considered in future selection in the evaluation of the Contractor's past performance.

10. **Licensure**

The Contractor shall comply with and require all of its Subcontractors to comply with the license laws as required by the State of Utah.

11. **Right to Reject Bids**

DFCM reserves the right to reject any or all Bids.

12. **Time is of the Essence**

The completion deadline for this project is _____. Failure to meet the completion deadline may result in a poor performance rating from DFCM which may have a negative impact on your firm's ability to obtain future work with the state of Utah and may also result in liquidated damages being assessed. Time is of the essence in regard to all the requirements of the Contract Documents.

13. **Withdrawal of Bids**

Bids may be withdrawn on written request received from bidders within 24 hours after the bid opening if the contractor has made an error in preparing the bid.

14. **Product Approvals**

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed

the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued Addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

15. **Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by the DFCM to any concern of financial responsibility of the Contractor, Subcontractor or Sub-subcontractor.

16. **Debarment.**

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by the DFCM as part of the requirements for award of the Project.

**Division of Facilities Construction and Management****PROJECT SCHEDULE**
Stage II = Two-Stage Bidding Process**PROJECT NAME:****DFCM PROJECT NO.:**

Event	Day	Date	Time	Place
Stage II Bidding Documents Available	<i>2 to 5 days after short list</i>			DFCM, 4110 State Office Bldg, SLC, UT and DFCM web site *
Mandatory Pre-bid Site Meeting	<i>2 to 5 days after Stage II docs</i>			
Last Day to Submit Questions	<i>2 to 3 days after site meeting</i>			DFCM, 4110 State Office Bldg, SLC, UT
Final Addendum Issued	<i>2 to 3 days after questions</i>			DFCM, 4110 State Office Bldg, SLC, UT or DFCM web site*
Prime Contractors Turn in Bid and Bid Bond / Bid Opening in DFCM Conference Room	<i>2 to 3 days after addendum</i>	<i>Tues, Wed, or Thurs</i>		DFCM, 4110 State Office Bldg, SLC, UT
Subcontractors List Due	<i>24 hrs after bids</i>	<i>Wed, Thurs, or Friday</i>		DFCM, 4110 State Office Bldg, SLC, UT
Project Completion Date				

*** DFCM's web site address is <http://dfcm.utah.gov>**



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the Request for Bids for the _____
DFCM PROJECT NO. _____ and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete within _____ calendar days after receipt of the Notice to Proceed, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of \$ _____ per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____.

BID FORM
PAGE NO. 2

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract. The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within time set forth.

Type of Organization: _____
(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Bidder

ADDRESS:

Authorized Signature